

It is very important that you:

Have a deposit slip signed when you deliver your works, so that you can obtain due compensation in the event of theft, loss or damage of your works.

Enter into a contract in advance with the exhibitor or gallery to govern the contractual relationship and to anticipate any situations or difficulties that you may encounter. This contract must contain the following elements:

Identification of the works covered: it is important that you list the works covered by the contract and append, where possible, visuals of these works to avoid any confusion or future disputes.

The terms of deposit of your works: the collection and return dates of your works should be specified and your contract should indicate who will cover the transportation costs;

The obligations of the gallery: exhibition of the works, coverage of the management and advertising costs (hanging, marketing, etc.);

Clarification of whether or not the contract is exclusive: if you sign a contract with exclusivity, this means that you can only sell the works through your gallery (and therefore that you cannot sell the works directly to a collector or via another gallery);

The term of the contract: have you been working with this gallery for a number of years or just for the purpose of an exhibition?

The artist's remuneration: in addition to specifying how you have determined the sales price of the works and the sharing of the expected remuneration between yourself and the gallery, it is important to stipulate the timeframe by which the gallery undertakes to disburse your share of remuneration;

Insurance: it is important that the gallery confirms that it has taken out insurance coverage for its premises, the works in question, its equipment and staff and that it has taken out insurance providing nail-to-nail coverage and civil liability insurance. You may request your gallery to provide you with details of the name of its insurer and the insurance policy number;

The possibility and conditions for terminating the contract: although this is never the intention at the beginning of a relationship with a gallery, the purpose of the contract is also to allow you to provide for termination of the contract in the event of the latter's failure to comply with its obligations. In this case, it is a good idea to stipulate in advance the conditions for returning your works and that the share of remuneration accruing to you shall become immediately due.
